

JUDGE KAPLAN

07 CV 10347

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ORIENT OVERSEAS CONTAINER LINE
LIMITED and OOCL (USA) INC.,

Plaintiff(s),

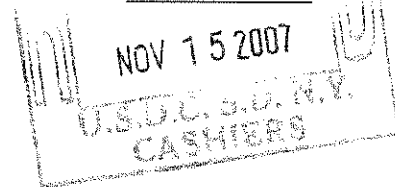
-against-

ROSE CONTAINER LINE,

Defendant(s).

07 CIV _____

COMPLAINT



PLEASE TAKE NOTICE that Plaintiff(s), ORIENT OVERSEAS CONTAINER LINE and OOCL (USA) INC., (collectively "OOCL"), by their attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendant(s), ROSE CONTAINER LINE, ("ROSE"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.
2. Plaintiff ORIENT OVERSEAS CONTAINER LINE is a legal entity duly organized and existing pursuant to the laws of a foreign country.
3. Plaintiff OOCL (USA) INC. is a legal entity duly organized and existing pursuant to the laws of the United States.
4. Defendant ROSE CONTAINER LINE is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 181 Hudson Street #2F, New York, NY 10013.

5. Defendant ROSE CONTAINER LINE is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 259 W. 30th Street, 12th Floor, New York, NY 10013.

6. The United States District Court for the Southern District of New York is the proper venue for this action, as Plaintiff OOCL resides and/or maintains a principal place of business in the Southern District of New York.

7. The Southern District is also the proper venue because Defendant ROSE resides and/or maintains a principal place of business in the Southern District.

8. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT ROSE

9. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "8" as if specifically set forth herein at length.

10. At all times relevant herein, Defendant ROSE entered into agreements, service contracts, contracts of affreightment, charter agreements and/or bills of lading, with Plaintiff for the carriage, storage, handling, care and/or maintenance of Defendant's cargoes by Plaintiff in consideration for payments by Defendant to Plaintiff for said services.

11. Plaintiff duly performed all duties and obligations required to be performed by Plaintiff in connection with Defendant's goods.

12. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreement(s) by, *inter alia*, failing to pay freight, dead freight, demurrage, detention, port fees, tariffs and other associated costs.

13. As a result of Defendant's breach of the subject agreements and Plaintiff has

incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the agreements and at law.

14. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject agreements and violated Plaintiff's rights under the law.

15. Despite Plaintiff's repeated demands, Defendant has failed to pay the Plaintiff's damages due and owing under the agreements and at law.

16. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$4,503.50, together with interest, costs, fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT ROSE

17. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "16" as if specifically set forth herein at length.

18. Defendant has an account stated with the Plaintiff.

19. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$4,503.50, together with interest, costs, fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT ROSE

20. Plaintiff repeat and reiterate each and every allegation contained in paragraphs "1" through "19" as if specifically set forth herein at length.

21. Plaintiff is due from Defendant the quantum meruit of Plaintiff's services.

WHEREFORE, Plaintiff prays:

(A). that judgment be entered in favor of Plaintiff for an amount exceeding **four thousand five hundred and three dollars and fifty cents \$4,503.50**, plus interest, fees, including attorneys' fees, costs, and disbursements;

(B). that Court process be issued against the Defendant; and

(C). that Plaintiff be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York

November 9, 2007

MAHONEY & KEANE, LLP
Attorneys for Plaintiffs
ORIENT OVERSEAS CONTAINER LINE
LIMITED and OOCL (USA) INC.

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SERVICE LIST

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259 W. 30th Street, 12th Floor
New York, NY 10013

ROSE CONTAINER LINE
181 Hudson Street, #2F
New York, NY 10013